

Governing Law and Dispute Resolution; Arbitration

This website is controlled by TTAC from our offices located in the state of Tennessee, USA. It can be accessed by most countries around the world. As each country has laws that may differ from those of Tennessee, by accessing our website, you agree that the statutes and laws of Tennessee, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site. While we will make reasonable efforts to resolve any disagreements you may have with Company, if these efforts fail you agree that all claims, disputes or controversies against Company arising out of this User Agreement, or the purchase of any products or services ("Claims") are subject to fixed and binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing an arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing an arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Company agree in writing, and the arbitrator shall apply Tennessee law consistent with the Federal Arbitration Act. You shall not be entitled to join or consolidate Claims in arbitration by or against other users or to arbitrate any Claim as a representative or member of a class or in a private attorney general capacity. You may obtain copies of the current rules, and forms and instructions for initiating an arbitration by contacting the American Arbitration Association at using the contact information noted below.

American Arbitration Association

800-778-7879 (toll-free)

Website: www.adr.org

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this User Agreement, in which case this User Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties unless we or you appeal it in writing to the arbitration firm within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the American Arbitration Association. An award by a panel is final and binding on the parties after fifteen (15) days has passed. Any Claim you have must be commenced within one (1) year after the date the Claim arises. As noted above, you and Company hereby voluntarily and knowingly waive any right either may have to a jury trial.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is transferred, removed or appealed to a different court, we may then choose to arbitrate.

In the event this arbitration clause is not enforceable by the specified arbitration organization, the parties will mutually agree upon another arbitration organization that will enforce this clause.